

Terms and Conditions

Phil VanValkenburg
DBA "PMV Services, LLC"

pmvanv@outlook.com
610 Kenilworth Lane
Ballwin, MO 63011
314-406-2965

The Parties. "Parties" as stated in this document means the client named in the agreement and PMV Services, LLC.

No Guarantee. PMV Services will strive to complete the agreed-upon services in a workmanlike manner to the client's satisfaction. However, PMV Services does not warrant or guarantee any specific level of performance or results. Description of deliverables or example of results obtained for other PMV Services' may be shown to the client for demonstrative purposes only and should not be construed by the client as indicating any promised results or level of results.

Independent Contractor Status

Phil VanValkenburg (DBA PMV Services, LLC.) acts as an independent contractor, and neither PMV Services nor the client's employees or contract personnel are, or shall be deemed, PMV Services' employees. In its capacity as an independent contractor, PMV Services will supply a Form W-9, and both Parties agree as follows:

- PMV Services has the right to perform services for other entities during the term of this Agreement.
- Phil shall not be required by the client to devote full time to the performance of the services required by this Agreement.
- Phil has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Phil shall select the days of work, starting and ending times, and order the work is performed.
- The Parties understand that Phil is not eligible to participate in any employee retirement, insurance, paid time off, or other fringe benefit plan of the client.
- The client shall make no state or federal unemployment compensation payments on behalf of PMV Services and PMV Services will not be entitled to these benefits in connection with work performed under this Agreement.
- The client shall not obtain workers' compensation insurance on behalf of PMV Services or its employees. If PMV Services hires employees to perform any work under this Agreement, PMV Services will cover them with workers' compensation insurance to the extent required by law and if applicable, provide the client with a certificate of workers' compensation insurance before the employees begin the work.
- PMV Services shall pay all taxes incurred while performing services under this Agreement, including all applicable income taxes and self-employment taxes. The client will not withhold FICA (Social Security and Medicare taxes) from PMV Services' payments or make FICA payments on PMV Services' behalf, nor withhold state or federal income tax from PMV services payments.

No Partnership. This Agreement does not create a partnership relationship. PMV Services does not have authority to enter into contracts on the client's behalf.

Exclusive/Entire Agreement. This Agreement is the final, complete and exclusive Agreement between the Parties. No modification of or amendment to this Agreement shall be effective unless it is in writing and signed by each of the Parties.

Assignment and Delegation. PMV Services may not assign or subcontract any rights or delegate any of its duties under this Agreement without the client's prior explicit written or email approval.

Headings. The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of this Agreement.

Severability. If any provision of this Agreement shall be held to be illegal, unenforceable, or invalid, such provision shall be fully severable; then this Agreement shall be construed and enforced as if such illegal, unenforceable or invalid provision had never been a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

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Ownership of Materials. PMV Services shall retain the rights to all original materials, data and similar items, produced by PMV Services hereunder in connection with the services under this agreement. All services and software used by PMV Services shall at all times be the sole property of PMV Services and under no circumstances shall the client have any interest in or rights to the title to such materials, except in connection with the services provided to the client by PMV Services. The client acknowledges that PMV Services may use and modify existing materials for the client's benefit and that the client holds no rights to such preexisting materials without permission from PMV Services.

Proprietary/Private Information. In the course of providing these services, PMV Services may disclose to the client certain confidential, private, or proprietary data and/or information relating to the consulting services (collectively, the "Consultant Confidential Information"). The client acknowledges and agrees that it will not use any of the Consultant Confidential Information for its own benefit or disclose it to any other person or entity without the written permission of PMV Services. The Consultant Confidential Information is and will at all times be the sole and separate property of PMV Services. Likewise, PMV Services recognizes that the client may disclose confidential, private, and proprietary information in the course of this engagement (collectively, the "Client Confidential Information"). PMV Services acknowledges and agrees that it will not use any of the Client Confidential Information for its own benefit or disclose it to any other person or entity without the written permission of the client. The Client Confidential Information is and at all times will be the separate and sole property of the client.

Limitation of Liability. PMV Services shall not be liable for any incidental, consequential, indirect or special damages, or for any loss of income or business interruptions caused or alleged to have been caused by the performance or nonperformance of the Services. The client agrees that, in the event PMV Services is determined to be liable for any such loss, the client's sole remedy against PMV Services is limited to a refund of payments made by the client for said Services, less expenses paid to subcontractors or to third parties. PMV Services is not responsible for errors which result from faulty or incomplete information supplied by the client to PMV Services. The client also agrees to not seek damages in excess of the contractually agreed upon limitations directly or indirectly through suits by or against other parties. PMV Services shall not be liable to the client for any costs, damages or delays due to causes beyond its control, expressly including without limitation, unknown site characteristics, changes in policies, or changes in terms of services.

Mutual Indemnity. Each Party agrees to indemnify the other against any loss, cost, charge, liability or expense the other may sustain or incur as a direct consequence of any breach of any term of this Agreement.

Dispute Resolution. The Parties to this Agreement are Christians and believe that the Bible commands them to make every effort to live at peace and to resolve disputes with each other in private or within the Christian Church (see Matthew 18:15-20 and 1 Corinthians 6:1-8). Therefore, the parties agree that any unresolved claim or dispute arising from or related to this agreement shall be settled by biblically-based mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Institute for Christian Conciliation (see complete text of the Rules at <https://www.iccpeace.com/rules/>). Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this agreement and expressly waive their right to jury and their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision.

Applicable Law. The parties understand and agree that the construction and interpretation of this Agreement is governed by the laws of the State of Missouri. In the event that either party must initiate legal action to enforce this Agreement, the Parties agree that the proper venue for such action shall be the state and federal courts located in St. Louis County, State of Missouri.

Terminating the Agreement. With reasonable cause, either the client or PMV Services may terminate this Agreement by 14 days' written notice by email. Reasonable cause includes but is not limited to: a material violation of this Agreement, inability or unwillingness to perform required activities, or any act exposing the other party to liability to others for personal injury or property damage. If the client chooses to terminate this agreement in writing, all monies owed to PMV Services will be due immediately. Under no circumstances will PMV Services give refunds of the amount paid for the services hereunder.